



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 37-2018

PROVISION OF PARKADE AND SURFACE LOT GROUND MAINTENANCE

Note to Bidders: Please be aware of revisions to B10.4

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B8. Disclosure	5
B9. Qualification	5
B10. Opening of Bids and Release of Information	6
B11. Irrevocable Bid	6
B12. Withdrawal of Bids	6
B13. Evaluation of Bids	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Duration of Contract	1
D4. Cooperative Purchase	1
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Ownership of Information, Confidentiality and Non Disclosure	2
D8. Notices	2

Submissions

D9. Authority to Carry on Business	3
D10. Insurance	3
D11. Subcontractor List	4

Schedule of Work

D12. Commencement	4
D13. Total Performance	4
D14. Orders	4
D15. Records	4

Control of Work

D16. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
D17. The Workplace Safety and Health Act (Manitoba) – Qualifications	5

Measurement and Payment

D18. Invoices	5
D19. Payment	5
Form J: Subcontractor List	6

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Management Fee Services	1
E3. Maintenance Fee	1
E4. Surface Lot Grounds Maintenance	4
E5. Parkade Grounds Maintenance	5

APPENDIX A – List of City Surface Lots

APPENDIX B – Maps of City Surface Lots Denoting Sweeping Area

APPENDIX C – Maps of City Surface Lots Denoting Line Painting Requirements

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF PARKADE AND SURFACE LOT GROUND MAINTENANCE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 2, 2018.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that it is their responsibility to physically visit all surface lot and the Millennium library parkade noted in the Bid Opportunity to fully understand the site specific conditions so that they Bid accordingly. The information provided in Appendix A, Appendix B and Appendix C are being provided as information only and Bidders are encouraged to visit the sites themselves.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8. DISCLOSURE

B8.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B8.2 The Persons are:

(a) N/A

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B9.4 Further to B9.3(c) the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bids will not be opened publicly.

B10.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B10.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

(a) retain the Bid until after the Submission Deadline has elapsed;

(b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B13.4.1 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B13.5 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.

B13.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B13.6 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B13.7 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of providing ground maintenance at City of Winnipeg surface lots and the Millennium Library Parkade as outlined in this Bid Opportunity for the period from May 1, 2018 until April 30, 2018, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) Surface Lot ground maintenance
- (b) Millennium Library Parkade grounds maintenance

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DURATION OF CONTRACT

D3.1 The Contractor shall perform the Work of this Contract during the period of May 1, 2018 to April 30, 2019.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Ron Maxwell

Facilities Coordinator

Telephone No. 204 986-6333

Email Address rmaxwell@winnipeg.ca

D5.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D8.3, 0 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.1.
- D8.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:
The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9
- D8.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155
- D8.1 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D9;
- (ii) evidence of the workers compensation coverage specified in C6.15;
- (iii) evidence of the insurance specified in D10; and
- (iv) the Subcontractor list specified in D11.

(b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D12.3 The Contractor shall not commence the Work on the Site before May 1, 2018.

D13. TOTAL PERFORMANCE

D13.1 The Contractor shall achieve Total Performance for each Site within four (4) consecutive Working Days of the commencement of the Work as specified in D12.

D13.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D13.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D14. ORDERS

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);

- (c) service date(s); and
- (d) description and quantity of services provided.

D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

CONTROL OF WORK

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D16.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D17.1 Further to B9.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B9.4.

MEASUREMENT AND PAYMENT

D18. INVOICES

D18.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: CityWpgAP@winnipeg.ca

D18.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.

D19. PAYMENT

D19.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
Appendix A	List of City Surface Lots
Appendix B	Maps of City Surface Lots Denoting Sweeping Area
Appendix C	Maps of City Surface Lots Denoting Line Painting Requirements

E2. MANAGEMENT FEE SERVICES

E2.1 The Contractor shall bid an all-inclusive flat monthly management fee for the provision of the administrative services related to this Contract, including, but not limited to, overseeing the Work performed by the maintenance position described in E3.

E3. MAINTENANCE FEE

E3.1 The Contractor shall provide one maintenance position, from Monday to Friday, 7:00 a.m.-3:30p.m., to provide a variety of surface lot and parkade services in accordance with the requirements hereinafter specified in E3.

E3.2 Daily reporting to be provided to the Contract Administrator by the dedicated maintenance position for all Work conducted on each surface lot and parkade, including inspection reports. The City shall provide the reporting mechanism to the successful Contractor following award of this Contract.

E3.3 The tools required to undertake the Work shall be supplied by the Contractor (such as sanders, drills and other such equipment).

E3.4 Litter control shall be provided in the following manner:

- (a) Litter control at the surface lots shall include removing any loose litter, human excrement or debris on the surface lots. Litter shall be disposed of at the garbage bin located at lot 117, with the lot address identified in Appendix A.
- (b) Litter control at the parkade shall consist of removing garbage bags from the garbage collection bin on site, and removal of human excrement as required, and disposing garbage bags at the garbage bin located at lot 117.
- (c) Removal of human excrement shall be picked up using personal protective equipment and disposed of at a specified bin location. Area shall be cleaned after with disinfectant.
- (d) Urban surface lots shall have litter control conducted daily. The addresses of urban lot locations are denoted in Appendix A.
- (e) Suburban surface lots shall have litter control conducted bi-weekly. The addresses of suburban lot locations are denoted in Appendix A.
- (f) The parkade shall have litter control conducted daily.
- (g) Garbage bags shall be supplied by the City.

E3.5 Lot inspection shall be conducted in the following manner:

- (a) Surface lots and the parkade shall be inspected for trip hazards, signage wear and ensuring the signs are secured properly, graffiti, damage to any fencing, electrical posts or any other site damage.

- (b) All urban and suburban lots with electrical outlets shall have the electrical outlets tested to ensure the plugs are providing electricity once in the fall. An electronic report to be provided to the Contract Administrator to identify any non-working outlets, including the stall number or location of outlets that are not working.
 - (c) If an immediate safety concern is identified, the Contract Administrator is to be notified immediately to rectify the situation.
 - (d) During and following snow events, the Contract Administrator may request that a lot be inspected to identify if snow removal or lot sanding has been completed or to identify if snow removal is required.
 - (e) Urban surface lots and the parkade shall be inspected daily.
 - (f) Suburban lots shall be inspected bi-weekly.
- E3.6 Graffiti removal shall be conducted on surface lots or the parkade as required in the following manner:
- (a) If on a painted surface, graffiti will be removed with a graffiti remover. If the graffiti does not come off the area, the area will be painted over the matching color to cover the graffiti.
 - (b) If the graffiti is on a wood stringer board the graffiti will be sanded off and if the stringer board is painted, the sanded area will be painted to match.
 - (c) If the graffiti is on a metal surface, graffiti will be removed with a graffiti remover. If the graffiti does not come off the area will be painted over to cove the graffiti.
 - (d) If the graffiti is on a sign, graffiti remover will be used and if the graffiti does not come off the sign will be replaced.
 - (e) Graffiti remover, paint (if required) and associated supplies required to remove the graffiti shall be supplied by the City.
- E3.7 Sign installation shall be done at surface lots and the Parkade as required in the following manner:
- (a) Signs may be installed on stringer boards attached with screws.
 - (b) Signs may be attached to u-channel/square channel with bolts.
 - (c) Signs may be attached to cement walls with anchor bolts.
 - (d) Signs shall be supplied by the City.
 - (e) Any materials and supplies such as nuts and bolts to affix the signs shall be supplied by the City.
 - (f) The location and installation plan must be approved by the Contract Administrator prior to installation.
- E3.8 Stringer board repairs at surface lots shall be done as required in the following manner.
- (a) Re-attach stringer boards that have come loose or fallen off with existing or new screws.
 - (b) Remove old stringer boards and attach new stringer boards with screws.
 - (c) If paint has been removed from the stringer board, the unpainted area is to be repainted to match the existing stringer board.
 - (d) The stringer board wood replacement materials shall be supplied by the Contractor. A cash allowance of \$2,500 is included in this bid. Prior to any stringer board repairs being conducted, the cost and repair work shall be approved by the Contract Administrator. Paint and screws shall be supplied by the City.
- E3.9 Changing light bulbs at surface lots and the parkade as required in the following manner:
- (a) Flood lights at surface lots are accessible using a ladder.
 - (b) Light bulbs and fluorescent bulbs at the parkade are accessible using a ladder.

- (c) Some surface lots have bulb replacements that may require the use of a boom truck. Light bulbs to be changed with the use of a boom truck shall be allocated under the emergency repair and maintenance cash allowance and not through the maintenance fee and Work shall be pre-approved by the Contract Administrator.
 - (d) Light bulbs shall be supplied by the City.
- E3.10 Winter hand sanding at surface lots and the parkade as required in the following manner:
- (a) At surface lots, apply by hand, and in front of the surface lot pay station and any slippery areas as required.
 - (b) At the parkade, sanding is required to be applied by hand on the entrance and exit ramps and other identified slippery areas as required.
 - (c) Grit for sanding and the plastic storage barrels are supplied by the Contractor and are stored at the library parkade in 45 gallon plastic barrels (one barrel will be located at each entrance and exit of the parkade). Grit for use at the library and surface lots will be obtained from the grit container at the library.
- E3.11 Shoveling snow at surface lots and the parkade as required in the following manner:
- (a) Hand shovel a three foot area in front of any surface lot pay stations following a snow event. Currently there are four lots, lot 65, lot 70, lot 109 and lot 117, with pay stations that require hand shoveling of snow in front of the pay station.
 - (b) Hand shovel any path or walkways at the lot as requested. There are currently four lots, lot 65, lot 70, lot 109, and lot 117 that require minor amount of hand shoveling of the path or walkways on the site.
 - (c) Hand shovel the exit and entrance ramps at the parkade following a snow event as required.
 - (d) Shovels required to undertake the Work shall be supplied by the Contractor. .
- E3.12 Painting touch ups at the parkade shall be done as required in the following manner:
- (a) Painting touch ups will be done to match existing color.
 - (b) Paint shall be supplied by the City.
- E3.13 Changing air freshener misters shall be changed at the parkade as required in the following manner:
- (a) Changing of the air fresheners in the parkade stairwells will be done monthly.
 - (b) Air misters shall be supplied by the City.
- E3.14 Sand trap cleaning at the parkade shall be done in the following manner:
- (a) Cleaning of the sand trap from the carwash at the parkade done daily through the winter and spring and weekly through the summer and fall.
 - (b) Sand and sludge will be disposed of at designated bin location.
- E3.15 Special Requests:
- (a) The Contract Administrator may make a special request directly to the staff undertaking the maintenance position Work outlined in spec section E3, including but not limited to moving parking related items such as traffic pylons from one location to another, moving traffic barricades, filling small potholes with gravel by hand, weed trimming and other special requests. In these instances, the Contract Administrator will remove one of the other daily tasks from the Work list of the dedicated staff position so as to provide enough time to conduct the special request.
- E3.16 All services will be provided at the surface lot locations specified in Appendix A and the Millennium Library parkade. Appendix A denotes which surface lots are considered urban and which lots are considered suburban. On occasion for the special requests noted in E3.12, there

may be a requirement to attend other sites not listed in Appendix A, within City of Winnipeg limits.

- E3.17 All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment (ladders or other equipment), and tools (drills and other tools) required by the dedicated staff position shall be provided and paid for by the Contractor.

E4. SURFACE LOT GROUNDS MAINTENANCE

- E4.1 The Contractor is responsible for removal of any debris resulting from the Work performed.

- E4.2 Power Sweeping of all surface lots identified in Appendix A. will be completed in the spring during off hours (after 5:00 p.m.) as follows:

- (a) All areas of the surface lot to be cleaned and swept of all dirt, sand and debris.
- (b) 48hr notice will have to be scheduled with certain lots prior to sweeping to ensure no vehicles are on site.
- (c) List of lots that require sweeping are included in Appendix A. The estimated square foot area by lot where sweeping is to be conducted by lot is included in the site specific maps in Appendix B.
- (d) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment (sweepers, brushes or other equipment), and tools (drills and other tools) required to undertake the sweeping shall be provided and paid for by the Contractor.
- (e) The Contractor is responsible for removal of any debris resulting from the Work performed.
- (f) A cash allowance of \$2,500 annually is being allocated in this bid toward sweeping any surface lot that may not have been included in Appendix B but requires sweeping. Any additional Lots to be swept will be provided by the Contract Administrator.

- E4.3 Line Painting shall be done annually in the spring, during off hours (after 5:00 p.m.) in the following manner:

- (a) All stall lines, disabled spaces, cross walks, curbs, arrows and hash marks shall be painted.
- (b) Lines and painted surfaces shall be cleaned prior to painting.
- (c) Disabled stalls shall be painted as blue background with white chair.
- (d) Any new paint locations shall receive a minimum of two initial coats of paint.
- (e) 48hr notice will have to be scheduled with certain lots prior to painting.
- (f) List of lots that require line painting are included in Appendix A. The area where line painting is to be conducted by lot is included in the maps in Appendix C.
- (g) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and materials (line painting equipment, paint or other equipment), and tools (drills and other tools) required to undertake the line painting shall be provided and paid for by the Contractor.
- (h) A cash allowance of \$2,500 annually is being allocated in this bid toward line painting any surface lot that may not have been included in Appendix C but requires line painting. Any additional Lots to be line painted will be provided by the Contract Administrator.

- E4.4 Grader and operator as required and requested:

- (a) Grader and operator to grade gravel surface lots, including filling potholes, shall be supplied on an as requested.
- (b) Prices Bid to include hourly operator rate.

- (c) A cash allowance of \$2,000 annually is being allocated in this bid toward the purchase of gravel. No gravel is to be ordered or delivered without prior approval of the Contract Administrator. The City shall only be billed for Work completed.

E4.5 Loader and operator as required and requested:

- (a) Loader and operator to move large cement barricades on surface lots on an as requested basis.
- (b) Prices bid to include hourly rate for the loader and operator and any associated costs. Any associated costs are to be included in the hourly rate.

E4.6 Pounding U-Channel

- (a) Equipment and operator to pound U-channel for sign installation.
- (b) The U-channel to be supplied by Contractor.
- (c) Prices bid to included hourly rate for the equipment and operator as well as the per unit price for a standard 10 foot U-Channel.

E4.7 A cash allowance of \$10,000 annually is being allocated in this bid towards any unforeseen surface lot repairs and maintenance. No emergency repairs and maintenance are to be conducted without prior approval of the Contract Administrator. The City shall only be billed for Work completed.

E5. PARKADE GROUNDS MAINTENANCE

E5.1 The Contractor is responsible for removal of any debris resulting from the Work performed.

E5.2 Power Scrubbing of all levels of the Parkade shall be done in the following manner:

- (a) The parkade shall be power scrubbed every other month during the months of November to March on both levels of the parkade. Should additional power scrubbing be required it will be called out on an as required basis.
- (b) Power scrubbing of the entire deck with a non-foaming detergent and water shall be conducted.
- (c) Power scrubbing shall be done during off hours, after 6:00 p.m. and will be scheduled in conjunction with the Event Schedule.
- (d) The Contract Administrator shall provide 48 hours notice as to what date the parkade shall be scrubbed and the Work shall be conducted on the scheduled date. The Work can be conducted over a 48 hour period since there may be instances where the full area cannot be scrubbed due to 24 hour permit holders who can park in the parkade at all hours.
- (e) When on site, the Contractor shall notify Central Control (a City of Winnipeg Department) prior to conducting the Work and upon completion of Work as in some instances fans and alarms may have to be temporarily disabled.
- (f) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and supplies (power scrubbing equipment or other equipment), and tools (drills and other tools) required to undertake the power scrubbing shall be provided and paid for by the Contractor.

E5.3 Power Sweeping of all levels of the Parkade shall be done in the following manner:

- (a) The parkade shall be power swept once every other month during the months of April to October on both levels of the parkade. Should additional power sweeping be required it will be called out on an as required basis.
- (b) Power sweeping of the entire deck on both levels shall be conducted and air particulates must be controlled. For example clouds of dust that settle on vehicles, walls, pipes, equipment are not acceptable.

- (c) Power sweeping to be done during off hours, after 6:00 p.m, and will be scheduled in conjunction with the Event Schedule.
- (d) The Contract Administrator shall provide 48 hours notice as to what date the parkade shall be swept and the Work shall be conducted on the scheduled date. The Work can be conducted over a 48 hour period since there may be instances where the full area cannot be swept due to 24 hour permit holders who can park in the parkade at all hours.
- (e) When on site, the Contractor shall notify central control (a City Department) prior to conducting the Work and upon completion of Work as in some instances fans and alarms may have to be temporarily disabled.
- (f) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and materials (sweepers, brushes or other equipment), and tools (drills and other tools) required to undertake the sweeping shall be provided and paid for by the Contractor.

E5.4 Power washing of both the interior ramp walls shall be done every other month in the following manner:

- (a) Ramps and ramp walls to be pressure washed of all dirt and debris.
- (b) The Contract Administrator shall provide 48 hours notice as to what date the parkade shall have the ramp walls washed and the Work shall be conducted on the scheduled date.
- (c) When on site, the Contractor shall notify central control (a City Department) prior to conducting the Work and upon completion of Work as in some instances fans and alarms may have to be temporarily disabled.
- (d) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment (power washer or other equipment), and tools (drills and other tools) required to undertake the power washing shall be provided and paid for by the Contractor.
- (e) Should additional power washing of ramp walls be required it will be called out on an as required basis.

E5.5 Line painting at the parkade shall be done annually in the following manner:

- (a) All stall lines, disabled spaces, cross walks, curbs, arrows and hash marks will be painted.
- (b) All lines and painted surfaces shall be cleaned through scrubbing prior to painting. The Contract Administrator shall schedule this Work after the power scrubbing has been completed as part of this Contract.
- (c) Disabled stalls shall be painted as blue background with white chair.
- (d) Any new paint locations shall receive a minimum of two initial coats of paint.
- (e) All necessary resources (vehicles, fuel, insurance, cell phones, and other such costs), equipment and materials (line painting equipment, paint or other equipment), and tools (drills and other tools) required to undertake the line painting shall be provided and paid for by the Contractor.